

SECTION I

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS

Request for Proposal Operation Columbus House, a Mental Health Residential Community Release Program

General Information

1.0 Purpose and Intent

The New Jersey Department of Corrections (NJDOC) is requesting bids from qualified Contractors to provide and operate a performance-based Mental Health Residential Community Release Program (MHRCP) for 65 male and 50 female inmates in an appropriately licensed facility(ies) under the terms and conditions outlined in this Request for Proposal (RFP).

Pursuant to N.J.S.A. 30:4-91.2, the Contractor must be a non-profit corporation or association. The NJDOC will award a three-year contract subject to the availability of funding and contingent upon annual re-certification of the Contractor's program by the NJDOC. The Contractor may be awarded two one-year extensions in accordance with Section III, 2.2 Contract Extension. If the Contractor is awarded both extensions, the maximum contract life would be five years.

The NJDOC requests the Contractor to provide bed space within the guidelines specified in Section I, 4.0 Statement of Need.

The Contractor shall:

- A.** Meet all codes, laws, rules, regulations, and standards related to the operation of facilities for the provision of residential community release program services to inmates as required by federal, state and local governing bodies, the American Correctional Association's Performance-Based Standards for Adult Community Residential Services* (most current edition and supplements thereto), and the NJDOC's Statement of Work, as included in this RFP.
- B.** Maintain the quality of services to ensure that the appropriate treatment needs of offenders are being met.
- C.** Respond immediately, within the time frames specified in this RFP, to the written and/or oral instructions of the Office of Community Programs within the Division of Programs and Community Services, NJDOC.

*American Correctional Association
1-800-222-5646, ext. 1860
www.aca.org/

2.0 Background

The NJDOC was created in 1976 as a result of legislation that re-organized the former Department of Institutions and Agencies into two separate agencies, the Department of Human Services and the NJDOC.

The NJDOC is responsible for the care, custody, and confinement of adult offenders sentenced to terms of one year or more under its jurisdiction. These responsibilities are reflected in the following:

A. Vision Statement

The NJDOC strives to become the most progressive and proactive correctional system in the nation, employing custody and civilian staff for whom training is professional and ongoing, and which includes use of the most modern methodologies and correctional practices. State-of-the-art technology, coupled with intelligent business practices, innovative programming and a professionally trained workforce are critical values in meeting our commitment to serve the public and the offenders for whom we are responsible.

B. Mission Statement

The mission of the NJDOC is to ensure that all persons committed to state correctional institutions are confined to a level of custody necessary to protect the public and that they are provided with care, discipline, training and treatment to prepare them for reintegration into the community.

C. Goals

1. Enhance Public Safety and Protect the Community

To ensure that all offenders assigned to residential community release programs are supervised at a level necessary to protect the public and enhance safety at an appropriate cost.

2. Control Costs and Improve Productivity and Operational Efficiency

To review existing staffing patterns, operational procedures and departmental policies in order to develop recommendations which will ensure that basic services are provided in the most efficient, productive and cost-effective manner.

3. Expand Treatment and Rehabilitation Services

To encourage expansion and enhancement of treatment services through community programs under the jurisdiction of the Department using a comprehensive "continuum of care" model that incorporates a zero-tolerance drug policy and use of graduated sanctions for offenders who relapse while in the community.

4. Expand Community Programs and Reintegration Services

To develop an array of community-based facilities and programs for offenders that can benefit from such programs and be safely maintained in less costly,

reduced security facilities or community programs that can facilitate their reentry and reintegration into society.

5. Improve Academic and Vocational Programs

To expand and improve academic and vocational programs offered in community programs to ensure that offenders are afforded basic educational opportunities consistent with their academic abilities and needs and to hold them accountable for improvement and successful completion of basic academic/vocational programs.

6. Expand Inmate Work Opportunities

To expand work opportunities for able-bodied inmates to 35-40 hours per week in order to instill an enhanced work ethic that mirrors the workplace/life in the community.

7. Develop an Effective, Professional and Fully-Trained Workforce

To improve and enhance the processes for recruiting, selecting, training, and enhancing the skills, abilities and professionalism of all staff.

8. Invest In and Utilize Technology and Modern Management Information Systems to Improve the Delivery of Services

To encourage, enhance and improve development of new technologies and information systems to increase efficiency and productivity, to reduce operating costs and to otherwise meet the community program's business needs.

9. Evaluate and Measure Program and System Effectiveness

To develop a performance-based evaluation process that will objectively assess and evaluate community programs and operations, including the preparation of recidivism reports and outcome studies that provide quantifiable data on program effectiveness.

3.0 New Jersey Statutes Annotated (N.J.S.A.) Title 30:4-91.2

Pursuant to N.J.S.A. 30:4-91.2, the Commissioner or his duly authorized agent may designate as a place of confinement any available, suitable, and appropriate institution or facility, whether owned by the State or otherwise, and may at any time transfer a person from one place of confinement to another. The word "facility" shall include private nonprofit community-based residential treatment centers that provide for the care, custody, subsistence, education, training and welfare of inmates. Any such private nonprofit community-based residential treatment center must be certified annually by the Commissioner as a secure and appropriately supervised place of confinement.

Presently, the NJDOC contracts with 9 non-profit providers that operate 25 residential community release programs throughout the state. These facilities vary in size from 17 to 500 beds with a combined capacity of 2,629 beds. In addition, several of these contract facilities provide special services to HIV+/MICA, female, and Spanish-speaking inmates.

4.0 Statement of Need

As reported in the Governor's Task Force on Mental Health's Final Report, issued March 31st, 2005,

"A disproportionate number of people with mental illness are incarcerated in New Jersey's prisons, many as a result of a non-violent crime. The over-representation of people with mental illness in prisons is due to a variety of factors. Many offenders with mental illness are poor, unemployed, underemployed or disabled and are without the benefit of effective treatment or services. These offenders may be forced to live in sub-standard housing and/or shelters, often in high-crime neighborhoods where they are subject to victimization and abuse. Stigma, discrimination and mistreatment have also blocked their access to opportunities and impeded their efforts to gain full social integration."

"Research indicates that between 30 and 60 percent of individuals suffering with mental illness suffer from co-occurring addictive disorders. This research is being translated into effective treatments, both pharmacological and psychosocial, as well as preventative interventions. Community-based services, especially when coupled with psycho-pharmacological therapy, are demonstrating evidence-based outcomes, and providing people in the recovery process greater opportunities."

"Studies indicate that, for mentally ill prisoners, re-entry treatment and related services after release are crucial to giving them the best possible chance to become productive members of society."

"In addition, the lack of appropriate community services has left many with serious mental illness in need of treatment and displaying symptomatic behaviors that can often lead to arrest and re-incarceration. Although the incidence of criminal behavior is no greater for those with mental illness than for other groups, the lack of appropriate treatment and the presence of social problems perpetuate criminal justice involvement that otherwise could be avoided."

5.0 Mental Health RCRP Mission Statement

The design of the Mental Health Residential Community Release Program (MHRCRP) flows from a broader philosophy that the treatment of inmates with mental illness needs a new direction for improving their mental condition such that the likelihood of succeeding in the prison, and ultimately in the reentry to the community, is enhanced. Several initiatives sponsored either directly or indirectly by the NJDOC, through its cooperative agreements and contracts, reflect this new philosophy. The NJDOC recognizes that one impediment facing treatment of inmates with mental illness is providing a setting conducive to reintegration into the community. To address that impediment, the NJDOC is developing a new initiative called Operation Columbus House (OC House).

The OC House is a MHRCP specifically designed to assist certain NJDOC inmates with mental illness to reintegrate into the community. The core of the programming in the OC House will be focused on providing a continuity of mental health care to those inmates in the NJDOC prisons. The availability of mental health services onsite within the RCRP setting will further enhance the goal to reintegrate inmates into the community. One objective of the OC House is thus to provide this new opportunity for inmates with mental illness to begin exploring ways of using the tools they have learned to manage their mental illness in a controlled community setting. As part of the MHRCP, inmates will address several barriers to reentry. These barriers include financial instability, lack of health benefits, ineligibility for public supported benefits, lack of access to documents necessary to activate entitlements and mental health provider resistance due to safety concerns.

By establishing a census of 50 females, the OC House will accomplish an additional goal of providing more space to house female inmates from Edna Mahan Correctional Facility. Another goal met by this mission is the opportunity to provide an alternative direction for community placement of some inmates who, without this alternative, may, upon nearing their maximum sentence date, get sent to Anne Klein Forensic Center for psychiatric aftercare. The NJDOC is seeking to divert some members of the inmate population away from high cost acute treatment centers to more progressive community centers through the program of the OC House.

6.0 Program Description

This program will contain three phases of continuum of care, as follows:

Phase I

Prison-Based Setting – NJDOC mental health provider responsibilities

The NJDOC mental health provider shall provide clinical care in forensic psychiatry to all adult inmates incarcerated in NJDOC prisons. Some of the mental health provider's responsibilities include:

1. Conduct psychiatric assessments when indicated (on psychotropic medications, history of mental illness, prior psychiatric inpatient stay, suicidal, unusual or bizarre behavior) for new admissions to the NJDOC
2. Order, initiate and interpret laboratory tests as medically necessary
3. Interface with families or guardians to obtain and provide information concerning inmate's psychiatric care and progress
4. Re-evaluate and renew as necessary all inmates on psychotropic medications every 30 days
5. Develop and implement plan of treatment appropriate for adult inmates and manage the mental disorders and treatment of inmates with acute and/or chronic psychiatric conditions

6. Conduct involuntary psychiatric commitment evaluations, pre-release assessments, and psychiatric evaluation of inmates when indicated due to deterioration in mental stability or upon request prior to a program change
7. Monitor mental health, strengths and needs of inmates
8. Conduct psychiatric evaluations as requested prior to inmates' transfers to other programs
9. Demonstrate knowledge of adult aging process and its relationship to psychopathology

Phase II - Continued Assessments and Treatment
Residential Community-Based Setting

The NJDOC mental health provider shall continue to provide interventions specific for treating the target population; i.e., psychiatric and mental health counseling.

The Contractor shall provide gender specific services and focus on cognitive behavioral skills, substance abuse counseling and education, educational and vocational training, parenting/family/life skills groups, domestic violence counseling, employment readiness skills and employment placement, as well as other curriculum approved areas.

All services will be treatment plan driven. Inmates will spend an average of 90 days in this phase.

Phase III - Work Release and After Care Planning
Residential Community-Based Setting

The NJDOC mental health provider will directly coordinate treatment services with the Contract staff in the areas of case management, substance abuse counseling, employment counseling and placement and educational/vocational skills.

The primary goal of this phase is to move the inmates in the direction of independent living. The Contract staff will work with the inmates, NJDOC mental health provider, other state agencies (the State Parole Board and the Department of Human Services for example), as well as the affected counties and community resources in developing a discharge plan that addresses the services and other supports determined necessary in order for the offender to continue and maintain stabilization in the community.

Readiness for community living, including availability of treatment and housing supports; progress in treatment; and, compliance with treatment requirements, may be considered by the State Parole Board as part of the parole decision-making process.

However, it should be noted that offenders participating in this program are not guaranteed parole. Discharge plans developed by Contract staff shall ensure availability of necessary community services for offenders who are not granted parole, as well as parolees.

6.1 Number of Program Beds

The NJDOC will award contracts for a total of 115 beds:

- a) Male only, 65 beds in one location
- b) Female only, 50 beds in one location

Note: Bidders may submit bids for a) and/or b). Preference will be given to bids where mental health services can be provided to both male and female populations within the same geographic area.

6.2 Facility Location

Preference will be given to the Northern region for the female program in order to facilitate access to healthcare services at Edna Mahan Correctional Facility for Women.

The Contractor shall identify nearby (e.g., within a half mile radius) facilities whose closeness to the program might possibly raise public concern, including, but not limited to, schools, day-care centers, religious buildings, historical landmarks, and other residential facilities.

6.3 Budgeted Program Funds

Fiscal year 2006 funding for the 115 mental health residential community release program beds described in this RFP shall not exceed a per diem rate of \$62.00 and is subject to the availability of funds.

6.4 Length of Program Participation

The average length of participation in the MHRCRP will be six to nine months.

6.5 Program Start-Up

The Contractor's facility must be ready for occupancy in accordance with the applicable licensing authority and the NJDOC's requirements upon the service commencement date of March 1, 2006.

Facility staff and program services are to be in place and ready to begin resident phase-in on or before the anticipated date of May 1, 2006.

In the event the Contractor is unable to commence phase-in by the contractual service commencement date, the NJDOC shall have the option to either terminate the contract, with no payment to the Contractor, or assess damages in accordance with Section III, 1.5 Liquidated Damages.

7.0 Performance-Based Contracts

The Contractor shall maintain, throughout the life of the contract, continual compliance with the American Correctional Association (ACA) Performance-Based Standards for Adult Community Residential Services, unless otherwise specified by the NJDOC or the applicable licensing authority. NJDOC policy and/or procedure may augment some of

the ACA standards. In these instances, the Statement of Work identifies and provides direction for the enhanced requirements.

ACA's performance-based standards are comprised of the following elements:

1. Goal Statement

The goal statement attempts to establish an overall purpose for the standards in the functional area.

2. Performance Standard

A statement that clearly defines a required or essential condition to be achieved and maintained. A performance standard describes a "state of being", a condition, and does not describe the activities or practices that might be necessary to achieve compliance. Performance standards reflect the program's overall mission and purpose and contribute to the realization of the goal that has been articulated.

3. Outcome Measure

Outcome measures are quantifiable (measurable) events, occurrences, conditions, behaviors or attitudes that demonstrate the extent to which the condition described in the corresponding performance standard has been achieved. Outcome measures describe the consequences of the program's activities, rather than describing the activities themselves.

Because outcome measures are quantifiable, they can be compared over time to indicate changes in the conditions that are sought. Outcome measure data are collected continuously but usually are analyzed periodically. The first time an outcome is measured, a point of reference is established. By comparing the next measurement (weeks or months later), progress, or a lack of progress, can be identified toward the desired outcome.

4. Expected Practice(s)

Expected practices are actions and activities that, if implemented properly (according to protocols), will produce the desired outcome - achievement of the condition described in the standard.

Expected practices represent what the practitioners believe is necessary to achieve and maintain compliance with the standard, but may not necessarily be the *only* way to achieve compliance. As conditions change and experience is gained, practices are expected to evolve.

5. Protocol(s)

Protocols are written instructions that guide implementation of expected practices, such as: policies/procedures, post orders, training curriculum, formats to be used such as logs and forms, offender handbooks, diagrams such as fire exit plans, and internal inspection forms. They provide a map to guide the proper

implementation of expected practices. Protocols describe, usually in great detail, how to implement activities that are described in expected practices.

6. **Process Indicators**

Process indicators can be used frequently - even continuously - to monitor activities to determine if the expected practices are being implemented properly. These "tracks" or "footprints" allow supervisory and management staff to monitor ongoing operations.

Process indicators relate directly to expected practices. Process indicators tell if you are doing what you set out to do. Several expected practices address the provision of substance abuse services to offenders. Process indicators can establish that various activities, such as screening, assessment, and therapy, actually were delivered to offenders. But it is the outcome measures that determine whether offender substance abuse patterns were affected positively.

7.1 **Outcome Measurement**

Outcome measurement is the regular, systematic tracking of the extent to which program participants experience the benefits or changes intended. It is a process for determining whether or not an organization's activities are making a difference in the lives of people they are serving. Ideally, it will be used as the basis for ongoing discussions among the organization's outcome measurement work group, board members, staff, volunteers, and service recipients as the organization moves through the steps of outcome measurement implementation.

There are three basic ways to express outcome measures:

As **rates** (the frequency of an occurrence over time, such as the number of serious fires/year);

As **ratios** (comparing the two numbers as a fraction or decimal, such as the number of offenders diagnosed with hepatitis divided by the average daily population); or

As **proportions** (the relation of a part to the whole, such as the number of offender grievances found in favor of the offender divided by the total number of grievances filed). A percentage is a proportion multiplied by 100.

The Contractor must include an outcome measurement plan in the bid response. The plan must be reviewed at least annually and revised as appropriate. It must:

- a. include a plan for all NJDOC and ACA specifications as written in this RFP
- b. specify the individual responsible for coordinating the plan
- c. provide timetables for the ongoing evaluation and monitoring of resident care, supervision (accountability) and records, programs, staff, security, housekeeping, sanitation, release planning services, and volunteer services
- d. include input from the residents and their families

- e. identify and establish indicators of quality programs specific to the facility
- f. include representation from the administrative staff.

The Contractor must follow up on findings of the outcome measurement plan to ensure that effective corrective actions have been taken, including at least policy revisions, procedural changes, educational activities and follow-up on recommendations, or that additional actions are no longer indicated or needed.

The results of the outcome measurement plan must be submitted to the NJDOC at least annually and must include deficiencies found and recommendations for corrections or improvements. Deficiencies that jeopardize resident safety must be reported to the NJDOC immediately.

8.0 Proposal Preparation and Submission Instructions

8.1 General

The bid response proposal is the NJDOC's primary vehicle for obtaining essential information on which contract award decisions are based. All proposals should be prepared as your organization's best and final offer.

Bidders are cautioned that their failure to submit the information as required may result in a determination that their proposals are non-responsive to RFP requirements. Any qualifying statements by the Bidders that effect change(s) to RFP standard terms and conditions, special terms and conditions, specifications or other RFP requirements may be regarded as non-conforming. Consequently, the Bidder's eligibility for contract awards may be jeopardized.

Bidders are encouraged not to take exception to the NJDOC's terms, conditions or specifications. However, in the event that a Bidder wishes to take exception to any of the NJDOC's terms, conditions or specifications, such exceptions shall be detailed in a cover letter accompanying the bid response proposal and must cross-reference the applicable RFP page and section reference number and letter, if applicable.

All instructions contained in this RFP, shall be complied with in order to qualify the Bidder for consideration for award. Proposals that do not comply with all instructions may be considered non-conforming.

The information that is required to be submitted in response to this request for proposals has been determined by the NJDOC to be essential for use by the NJDOC in the bid evaluation and contract award process. The NJDOC will use this information as a basis for its determination of contract award(s).

8.2 Bid Response Requirements

Please ensure that your bid response addresses or includes all information requested in this RFP, such as:

- 1.** Program narrative including:
 - a. Target population and related services
 - b. Facility location and size
 - c. Capacity or number of beds
 - d. Program start-up date
- 2.** A written plan for outcome measurement of program components, including resident accountability; i.e., tracking devices
- 3.** A written quality control plan
- 4.** A copy of facility lease agreement or proof of ownership
- 5.** Proposed facility site plan
- 6.** A copy of a certified letter notifying the local public officials of the intended program, as well as a copy of their written response to you
- 7.** Resume of the Facility Program Director
- 8.** Table of Organization
- 9.** Staffing pattern
- 10.** Job descriptions for all staff positions under this contract
- 11.** Management philosophy and staff development and retention plans
- 12.** A written food service plan that names the position designated to supervise food operations. It must also list: the duties that person may delegate to others, the working hours for the individuals preparing the meals, and the daily meal schedule for residents and the proposed menus
- 13.** A detailed description and copy of all assessments that will be used
- 14.** A schedule for implementation of all assessments which includes the timetable for implementation of the initial assessment and all reassessments
- 15.** Estimated total dollar amount, if Contractor intends to use a subcontractor.
- 16.** Business Registration Certificate (BRC) for Contractor and Subcontractor, if applicable. Refer to Section III, 3.2.

17. Executive Order 129 Certificate (Source Disclosure Certificate) for Contractor and Subcontractor, if applicable. Refer to Section III, 3.3.

18. Executive Order 134 Certificate, Restriction on Political Contributions (Pay to Play Ban). Refer to Section III, 3.4.

Failure to meet all specified requirements may result in a Bidder's automatic disqualification from competing in this RFP process.

Proposals must be submitted in the legal entity name of the Bidder. The proposal cover letter must be signed by a corporate officer or agent authorized by the business. Only original signatures are acceptable. Facsimile signatures will not be accepted.

Please note: Any document listed above that is also listed in the Application to Contract must be submitted with your application. It is not necessary to duplicate these documents.

8.3 RFP Conditions

1. Submittal, acceptance or approval of a proposal does not ensure funding.
2. Proposals will be competitively evaluated.
3. Bidders are solely responsible for reading the RFP in its entirety (which includes all exhibits, addenda, and the ACA Standards), meeting all RFP conditions, and for all incurred proposal development and submittal costs.
4. The NJDOC reserves the right to retain all proposals submitted. Proposals will remain confidential until the evaluation and selection process is completed, to the extent permitted under New Jersey law.
5. The NJDOC reserves the right to use any or all ideas or concepts presented in any proposal submitted.
6. The NJDOC reserves the right to reject any and all proposals and to waive any irregularities in any proposal.
7. The proposals should be submitted on the most competitive basis in regard to price, delivery constraints, time for completion and other factors.
8. Proposals that contain false or misleading statements or which provide references that do not support an attribute or condition claimed by a Bidder may be rejected.

The proposal may also be rejected if, in the opinion of the NJDOC, such information was intended to mislead the NJDOC in its evaluation of the proposal and the attribute, condition, or capability that is a requirement of this RFP.

9. The contract may be immediately terminated at the sole discretion of the NJDOC if false or misleading information contained in the proposal is discovered after the contract is awarded. The Contractor will be liable for all costs associated with termination of the contract and any subcontracts in which the Contractor has entered for the performance of this contract.
10. The NJDOC reserves the right, at any time, to abandon or terminate efforts to contract for these services without obligation to any bidder responding to this RFP. Statements and other materials submitted will not be returned absent special written arrangement with the NJDOC.
11. The rates set forth shall remain in force for the stated term of the contract and shall include the cost of insurance and every other item of expense, direct or indirect, including State sales tax incidental to the bid price.
12. A Bidder's proposal may be withdrawn at any time prior to the proposal submission time specified in the RFP by submitting a written notification signed by the Bidder or authorized agent. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission time. Except as provided in this RFP, final proposals cannot be changed after the time designated for receipt.

If a Bidder withdraws a proposal and/or submits a new or modified proposal as described herein, the following conditions shall apply:

- a. Withdrawn proposals can be returned upon request to the NJDOC; however, the cost of returning material shall be at the Bidder's expense. Accordingly, the Bidder's request to have proposals returned must include the Bidder's courier name and account number.
 - b. Any new or modified proposal must be clearly labeled as such and comply with the submission requirements contained in this RFP.
 - c. The latest proposal submitted to the NJDOC will supersede any previous submission; and therefore, the NJDOC will only consider and evaluate the Bidder's latest proposal.
13. The NJDOC reserves the right to verify a Bidder's claimed experience, education, and letters of reference and/or commitment required in a proposal element. In the event that any data are found to be inaccurate or false, the NJDOC will have the right to either deduct the specified points allocated for the data and/or disqualify the Bidder from the bidding process.
 14. The NJDOC reserves the right to request clarification of any issue with respect to all areas of the RFP.

15. If a Bidder had a previous contract with the NJDOC that was cancelled for cause, the NJDOC reserves the right to hold a responsibility hearing prior to awarding a contract to determine if the Bidder is responsible. At the conclusion of the responsibility hearing, the proposal may be rejected if the NJDOC deems the Bidder is non-responsible.

8.4 Proposal Delivery and Identification

It is the responsibility of the Bidder to clearly and accurately identify and label the bid response proposal to aid the NJDOC in properly handling the bid. The exterior of the bid submission package shall be clearly labeled with the correct final bid date and bidder name and solicitation name/description. Anticipate potential delivery delays by allowing adequate time for hand, postal, courier or other delivery service.

8.5 Bid Response Proposal Submission

Bidders shall submit, either by a mail delivery service carrier or in person, one (1) clearly marked original bid response proposal and 12 complete/exact copies of the original to:

NJ Department of Corrections
Division of Programs and Community Services
Office of Community Programs
Stokes Building
Stuyvesant Avenue and Whittlesey Road
Trenton, NJ 08625

ATTN: Anthony C. Falcone, Director

8.6 Multiple Proposals

If a Bidder submits proposals for male and female programs, each proposal is to be completed and submitted separately. A proposal may be rejected for failure to follow the instructions regarding multiple proposals as stated herein.

8.7 Proposal Format and Content

The proposal should be submitted in three (3) separate, easily identified sections as follows:

Section 1 - Technical Proposal

This section shall describe the Bidder's approach and plans for meeting the requirements that are outlined in the Statement of Work. Those plans and approaches shall be described in sufficient detail to permit the state to evaluate them fairly and with a minimum of possible misinterpretation. Furthermore, the Bidder shall demonstrate and describe the effort, skills and understanding of the project necessary to satisfactorily complete the project.

A. Management Overview

This section of the response proposal shall set forth the Bidder's overall technical approach and plans to meet the requirements of the RFP in narrative format. The contents of this narrative shall be designed to convey to the NJDOC that the Bidder understands the objectives that the project is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the project. In addition, this narrative should convey to the NJDOC that the Bidder's general approach and the plans to undertake and complete the project are appropriate to the task(s) involved.

B. Detailed Plans, Approach and Deliverables

This section of the Bidder's response proposal shall set forth in detail the Bidder's plans and approach for completing all tasks and sub-tasks required by the Statement of Work. The Bidder's response should detail how the required tasks are to be completed. If the Statement of Work sets forth sub-tasks, the Bidder's response shall be made at the task and sub-task level. The Bidder's response shall clearly cross-reference RFP section task and sub-task numbers or letters, as well as page numbers.

For each task and sub-task, the Bidder shall propose a deliverable item. A deliverable is defined as tangible evidence of work completed. Each deliverable item should be cross-referenced to the appropriate RFP task and sub-task.

The contents of the Bidder's response to this section should be designed to convey to the NJDOC that the Bidder's detailed plans and approach proposed to complete the required Statement of Work are realistic, attainable and appropriate and that the proposed plans will lead to successful project completion. Mere reiterations of RFP tasks are strongly discouraged, as they do not provide insight into the Bidder's understanding of and ability to complete the project.

Section 2 – Bidder's Company History

A. Organizational Support, Experience and Qualifications

This section shall contain all pertinent information related to the Bidder's organizations, personnel, and experience, including but not limited to references, together with the contact name and telephone number that will serve to substantiate the Bidder's qualifications and capabilities to perform the services required by this RFP.

B. Experience of Bidding Firm on Projects of Similar Size and Scope

Included in this section, the Bidders shall provide a summary of current and recent history of past performances related to residential community release programs. Please address each item listed below:

1. Describe current contracts, including all contracts awarded to the Bidder in the past five years and include the following information:

- a. Client's name, address, and telephone number
 - b. Date of original contract and expiration date
 - c. Number of renewals (if applicable)
 - d. Type and size of facility; and
 - e. Specify multi-facility systems that are managed by the corporation.
2. Specify corporate experience in providing residential community release programs for the target population. Include the size and scope of the programs, number of experienced staff employed by the corporation, annualized dollars of payroll and the number of years in business.
3. Specify facilities that the Bidder operates that are currently accredited. Include the following information:
 - a. Name of facility
 - b. Accrediting agency
 - c. Dates of re-accreditation
4. List all contracts lost or not renewed (list contact person and telephone number) within the most recent three-year period. Please provide a narrative that describes the reason(s) for any contract not renewed.
5. Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon its ability to provide services proposed. Bidders shall disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of residential community release programs for the target population. The NJDOC reserves the right to terminate the contract for cause or convenience based upon merger or acquisition of the primary Contractor during the course of the contract if it is determined by the NJDOC that it is not in the best interest of the NJDOC to continue to conduct business with the firm.
6. Provide a listing of all contracts in which the bidding firm experienced a loss of funds due to fines, delay damages, liquidated damages, and/or forfeiture of performance or bid bonds in whole or in part within the last three years.

C. Financial Statements

Bidders shall provide proof of the firm's financial capacity and capabilities to undertake and successfully complete the project. Financial statements that have been audited by an independent Certified Public Accountant (CPA) or CPA firm for the most recent two-year period are acceptable. If a Bidder is a wholly owned subsidiary of another company or corporation, and does not possess audited financial statements, non-audited financial statements of the subsidiary for the most recent two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement. Audited

financial statements shall be submitted to the NJDOC annually during the term of the contract.

D. Litigation

The Bidders shall provide a list of all litigation that it is currently involved in or has been involved in during the last five years. Include all cases that were settled and amount of settlement. If any such settlement is subject to a non-disclosure agreement, please list it in the bid response.

Section 3 – Cost Proposal

- A.** Bidders shall submit costs on the attached per diem budget sheets. Attach additional sheets if needed. Failure to submit all information requested will result in bids being considered non-responsive. Bidders must hold prices firm for a minimum of 60 days in order for an award to be made.
- B.** Bidders shall also provide a comprehensive listing of any and all labor categories that may be used to perform additional work in accordance with the additional work clause of this RFP. Hourly rates are to be submitted for any and all labor categories that the Bidder anticipates may be required to perform additional work. Failure to include a labor category along with an hourly rate will exclude that category from eligibility to perform additional work.

8.8 Electronic Question and Answer Period

There will be an electronic question and answer period for this RFP, which will begin from the posting of the RFP on the NJDOC web site, www.state.nj.us/corrections on Thursday, October 13, 2005 and end 5:00 p.m. Eastern Daylight Time on Tuesday, November 8, 2005.

All questions must be submitted electronically to the Project Manager at the following email address: Columbus@doc.state.nj.us

After the submission of proposals, unless requested by the NJDOC, contact with the NJDOC will be limited to status inquiries only and such inquiries are only to be directed to the Project Manager. Any other contact with the Project Manager or any other NJDOC employee connected with the solicitation is forbidden.

A. Question Protocol

Questions should:

- Be directly tied to the RFP;
- Be asked in consecutive order, from beginning to end, following the organization of the RFP; and,
- Reference the RFP page number and section number to which it relates.

8.9 Pre-Bidders Conference

A pre-bidders conference has been scheduled for this procurement at 10:00 a.m. on Thursday, November 17, 2005. It will be held in the Harris Building auditorium at

the New Jersey Department of Corrections' Administrative Offices in West Trenton. Directions to our grounds can be found on the NJDOC web site.

The pre-bidders conference is a structured and formal opportunity for the NJDOC to accept questions from Bidders, as well as to clarify the contents of the RFP. Any changes to the RFP made prior to, or as a result of, the pre-bid conference, or responses to questions, shall be made in the form of written addenda and posted on the NJDOC web site. All addenda to this RFP shall become part of the final contract.

Exhibits will be available at the Conference or, alternatively, will be available for pick up at the Office of Community Programs, upon written request.

8.10 Bid Response Submission Deadline

All bid responses must be received by the Project Manager at the address written in sub-section 8.5 no later than 4:00 p.m., Friday, December 16, 2005. Neither the postmark date nor receipt in the NJDOC Mail Room will constitute timely delivery and any proposal received after the above time **WILL NOT** be considered.

It is the NJDOC's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, Bidders are ultimately responsible for ensuring timely receipt of their proposal. Bidders may verify receipt of their proposal by contacting the Project Director.

8.11 Bidder's Consideration

Listed below are considerations that should be reviewed prior to submission of proposals:

1. Are all documents included and data addressed as required in the RFP? Are all documents and/or attachments referenced in the Bidder's narrative attached to the proposal?
2. Is the business structure and business background adequate to accomplish the type of project proposed and are all eligibility criteria met?
3. Does the proposal adequately describe and comply with evaluation components required by the RFP?
4. Does the proposal present appropriate goals, objectives and activities to meet the required project components?
5. Are the requirements for all section elements addressed in order to demonstrate compliance?
6. Are the objectives and activities appropriately time bound and measurable?
7. Is the proposal realistic and attainable?

8. Is the Budget Proposal complete, realistic and mathematically correct and understandable? Does the Budget Proposal's major budget categories and individual line items relate directly to the contracted services?

9.0 Proposal Evaluation and Contract Awards

9.1 Proposal Evaluation Criteria

Proposals shall be evaluated by a committee comprised of representatives from the NJDOC, as well as representatives from other state agencies. The following criteria, shall be considered when evaluating proposals:

A. Past Performance

Accountability
Programs
Community Relations
Personnel
Responsiveness
Ability to collaborate with third-party providers

B. Technical/Management

Site location

- Suitability - Evaluation Committee members or their designees may conduct a site visit prior to making the final bid award.
- Plan for addressing community relations

Accountability
Program Services
Facility
Personnel
Professional Accreditations

C. Price

Proposed per diem rate as referenced in Form A.

Proposals shall be evaluated utilizing a weighted evaluation form that shall include the above-noted evaluation criteria.

9.2 Contract Award

The NJDOC shall send written notification of its intent to award (or not to award) a contract.

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS
Bidder's Proposed Per Diem Budget
Operation Columbus House

Date: _____

Agency Name: _____ Exec. Officer: _____

Address: _____ Tel: _____ Fax: _____

Name of Facility/Program: _____

Location of Facility: _____

A. Personnel Costs (Please Complete Attached Staffing Proposal)

Staff Salaries (include fringe benefits amount from Form B): \$ _____

Total A \$ _____

B. Professional Fees/Contract Services

Total B \$ _____

C. Operating Costs

Facility/Occupancy Costs \$ _____

Maintenance and Repair \$ _____

Equipment \$ _____

Utilities \$ _____

Food Service \$ _____

Telephone \$ _____

Postage \$ _____

Transportation \$ _____

Insurance \$ _____

Office Supplies \$ _____

Household Supplies \$ _____

Program Supplies \$ _____

Licenses/Permits \$ _____

Total C \$ _____

D. Other Costs (Indicate)

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total D \$ _____

E. Total Costs (A+B+C+D=)

Total E \$ _____

F. Administrative Costs

(Indicate % of Total Costs) _____ %

Total F \$ _____

G. Grand Total Budget Costs (E+F=)

Total G \$ _____

H. Total number of beds _____

I. Proposed Per Diem Rate
(@ 95% without guarantee)

\$ _____ Per Diem Rate for first three contract years

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS
Bidder's Staffing Proposal
Operation Columbus House

Name of Contractor : _____ **Date:** _____

Name of Program _____

| <u>Position/Title</u> | <u>Full/Part Time</u> | <u>Hours/Week</u> | <u>\$</u> <u>Annual Salary</u> | <u>\$</u> <u>Fringe Benefits</u> |
|-----------------------|-----------------------|-------------------|-----------------------------------|-------------------------------------|
|-----------------------|-----------------------|-------------------|-----------------------------------|-------------------------------------|

Total Salaries/Fringe Benefits: \$ _____
Enter on Form A

Attach more sheets as required

SECTION II

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS

Request for Proposal Operation Columbus House, a Mental Health Residential Community Release Program

Statement of Work

1.0 Performance Requirements

This Statement of Work sets forth the contract performance requirements for the management and operation of a residential community release program (RCRP). The Contractor shall ensure that the facility is operated in a manner consistent with the mission of the New Jersey Department of Corrections.

Unless otherwise specified, all plans, policies and procedures, including those identified in the American Correctional Association (ACA) Performance Based Standards for Adult Community Residential Services (most current edition), shall be developed by the Contractor and submitted in writing to the Office of Community Programs for review and concurrence prior to issuance of a notice of commencement. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgement. Any anticipated changes in Contractor's policies and procedures that may affect the terms and conditions of the contract shall be directed to the Office of Community Programs for agreement and approval.

Unless otherwise indicated, the Contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract.

Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The Contractor shall have a working fax machine and Internet capabilities and shall provide the number and email address to the Office of Community Programs.

1.1 General Administration

Unless otherwise specified in this Statement of Work or by the Office of Community Programs, the Contractor is required to perform in accordance with the most current edition of the ACA Performance Based Standards for Adult Community Residential Services.

1.2 Accreditation

- A. The Contractor shall obtain ACA accreditation within 24 months of program commencement and shall maintain continual compliance with all ACA standards and supplements during the performance of the contract, unless otherwise specified by the NJDOC. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within 24 months of program commencement may, at a minimum, result in liquidated damages or termination of the Contract.

NJDOC policies and/or procedures may enhance ACA standards. In these instances, the Statement of Work identifies and provides direction for the enhanced requirements.

- B. Bidders are not mandated to obtain CARF (Commission on Accreditation of Rehabilitation Facilities) accreditation. However, preference will be given to Bidders who choose to do so. If a bidder represents, in its proposal, that it will become CARF accredited within 24 months of program commencement and it fails to do so, NJDOC may, at a minimum, impose liquidated damages or terminate the Contract.

NJDOC policies and/or procedures may enhance CARF standards.

- C. The Contractor must also be familiar with, and guided by, the National Commission on Correctional Health Care Standards for Mental Health (1-773-880-1460, www.ncchc.org/).

2.0 Quality Assurance (Surveillance) **(Refer to Exhibit P)**

All Contractor activities to be performed under all parts of the contract shall be accomplished in consultation with, and with the approval of the NJDOC's Division of Programs and Community Services, Office of Community Programs.

The NJDOC reserves its right to conduct announced and unannounced inspections of any aspect of contract performance at any time and by any method in order to assess contract compliance.

2.1 Compliance, Monitoring and Corrective Action Provisions

The NJDOC's quality assurance methodology (Exhibit P) is based on the premise the Contractor, and not the NJDOC, is responsible for all management and quality control actions to meet the terms of the contract. The quality assurance procedures recognize the Contractor is not perfect and that unforeseen and uncontrollable problems do occur. Good management and use of a Quality Control Plan will allow the Contractor to operate within acceptable quality levels.

1. Each phase of the services rendered under this Contract is subject to NJDOC inspection both during the Contractor's operations and after completion of the tasks. The Contractor shall be advised of the results of these inspections and shall respond in writing to the NJDOC with the corrective/preventative actions taken. The NJDOC's quality assurance program is not a substitute for quality control by the Contractor.
2. The NJDOC may reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed. The NJDOC may apply various inspection techniques (i.e., 100% surveillance, random sampling, unscheduled inspections, etc.) to determine the quality of service and the total payment due.

2.2 Specific Facility Searches

(Refer to II. Security, 4-ACRS-2B)

Specific facility searches, including drugs and drug paraphernalia searches utilizing the NJDOC Special Investigations Division's (SID) canine force, shall be conducted upon the Contractor's request or whenever a search is deemed necessary and appropriate by the NJDOC.

3.0 Quality Control Plan

The Contractor is responsible for the development and administration of a comprehensive Quality Control Plan, which ensures all requirements of this Statement of Work are achieved. Quality control shall be implemented when performance begins. The plan shall identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

Two copies of a complete Quality Control Plan, addressing all areas of contract performance shall be submitted to the Office of Community Programs. All proposed changes to the plan require approval of the Office of Community Programs prior to implementation. The plan should include at a minimum:

1. Specific areas to be inspected on a scheduled or unscheduled basis and the method of inspection.
2. The name(s) and position(s) of the individual(s) responsible for the inspection, their qualifications and the extent of their authority.
3. Procedures for written and oral communication with the NJDOC regarding the performance of the contract.
4. Specific surveillance techniques for each contract service identified in the Statement of Work and each vital function identified in the NJDOC's Quality Assurance Plan (Surveillance Tools) (Refer to 2.0 of this Section).

5. The plan shall comply with the requirements of the NJDOC's quality assurance program, contain procedures for investigation of complaints by Contractor and NJDOC staff and feedback to the NJDOC on the actions taken to resolve such complaints.

A file of all inspections, inspection results, and any corrective action required shall be maintained by the Contractor through the term of the contract. This file shall be made available to the NJDOC upon request.

Failure by the Contractor to maintain adequate quality control can result in termination for default.

4.0 Facility Physical Plant and Operational Requirements

4.1 Ownership

(Refer to VII. Administration and Management, 4-ACRS-7A)

The Contractor must own or lease the facility of the proposed Program prior the NJDOC's awarding of a contract. The ownership of the facility and the property on which it is located must be disclosed to the NJDOC. Proof of ownership must be available in the facility or at a designated location. If the Contractor is leasing the property, the lease must cover the time period of the contract. The Contractor must submit a copy of the lease agreement to the NJDOC. Any proposed change in ownership must be reported to the NJDOC in writing at least 30 days prior to the change.

No facility may be owned, managed, or operated by any person convicted of a crime relating adversely to that person's capability of owning, managing, or operating the facility.

4.2 Licensure

The residential community release programs must be licensed by the Department of Community Affairs (DCA) or the Department of Human Services (DHS).

4.3 Standards

(Refer to I. Safety, 4-ACRS-1A)

Any matter or requirement essential for the structural safety of a facility or essential for the safety or health of the residents thereof or of the public shall be the subject of determination by the applicable licensing authority and the NJDOC.

4.4 Contractor's Failure to Repair

(Refer to I. Safety, 4-ACRS-1A)

The Contractor must repair or replace all property, equipment, furnishings, etc., within a reasonable period of time as determined by the applicable licensing authority, ACA and the NJDOC. If the Contractor fails to comply with its obligations regarding maintenance, repair or replacement in regard to the facility or its property therein, the Contractor will be notified, in writing, by the NJDOC.

The Contractor must promptly comply with its obligation to maintain the facility in good repair and perform corrective action within a 10-day period of time unless otherwise specified on the written notice. If the Contractor fails to comply with the written notice the NJDOC may, but is not obligated to, make the repair and withhold the expense of such repair or replacement from amounts due the Contractor.

4.5 Utilities and Taxes

The Contractor must pay all taxes and utility costs associated with this contract including, but not limited to, water, gas, sewage and electricity.

4.6 Sounding Devices

The Contractor must affix a sounding device to either the outside of the door or to the adjacent exterior wall for use in the event that a person is unable to re-enter the building. The sounding device must ring in an area staffed 24 hours a day.

4.7 Smoke-Free Environment

(Refer to I. Safety, 4-ACRS-1C)

Indoor smoking at the facility shall be prohibited in accordance with NJDOC policy and state law. A “**NO SMOKING**” sign shall be posted within the facility in full view of residents, staff and visitors. The Contractor must also post the “**NO SMOKING**” sign in all sleeping areas, designated visiting areas, and in office space areas occupied by staff.

4.8 Parking

Parking should be available for Contract staff, NJDOC staff that includes the mental health staff, SPB staff, as well as for visitors. Public parking can be used but it is understood that all parking expenses shall be the sole responsibility of the Contractor. The NJDOC shall make no additional payments to the Contractor for parking. Parking spaces shall be provided as required by the Americans with Disabilities Act.

4.9 Central Control Room

(Refer to II. Security, 4-ACRS-2A)

An adequately equipped and staffed central control room, fully operational 24 hours a day, seven days per week, shall be provided as the focal point for facility management and observation and control of all resident movements. Caller I.D. shall be utilized to monitor all incoming calls.

4.10 Secured Holding Area

The Contractor shall provide safe and secure areas for residents awaiting transportation to a NJDOC regional institution. These areas should be in close proximity to the central control room so that Contractor staff is able to monitor the resident.

4.11 Designated (or access to) Space for the NJDOC Mental Health Provider's Staff

For each program, the Contractor shall provide the following for the NJDOC mental health provider's staff:

- 2 administrative rooms for the lead mental health clinician and an administrative assistant.
- 2 group counseling rooms necessary for confidential group sessions.
- 3 individual counseling rooms
- 1 pharmacy room for storing and dispensing medication.
- Access to the facility's break room.
- Access to the facility's utility closets and network infrastructure for the installation of the NJDOC's network connectivity or approval from the landlord for same
- A dedicated 4 receptacle 120v, 20 amp circuit in the facility's main phone/network closet for NJDOC's network router, UPS and switch. The receptacle must be within 6 feet of the proposed location of the NJDOC rack/enclosure.

A. Equipment Needed

The NJDOC mental health provider and the NJDOC shall be responsible for all equipment needed for the rooms and their staff, such as: computers, connectivity to NJDOC Electronic Medical Records (EMR) application (Logician), speakerphones, fax machines, desks, tables, chairs and filing cabinets.

4.12 Facility Back-up Generators

The Contractor shall equip the facility with a back-up generator in the event of a power outage. The back-up generator must be of adequate wattage to provide the level of power needed to maintain electrical power to the facility for a minimum of twelve hours.

5.0 Staffing

5.1 NJDOC Mental Health Provider Staffing

The NJDOC will provide the required mental health staffing.

The NJDOC mental health provider's staff will train contract staff, at no cost to the Contractor, on issues related to mental health safety and suicide prevention.

5.2 Contractor Staffing

A. Appointment of Facility Program Director

(Refer to II. Security, 4-ACRS-2A and

VII. Administration and Management, 4-ACRS-7B and D)

The Facility Program Director shall be accountable to the Contractor. The Facility Program Director, or an alternate to be designated in writing to act in the absence of the Facility Program Director, must be available in the facility, and to the NJDOC, at all times.

The Contractor agrees and understands that the NJDOC's contract award is predicated in part on the utilization of the Facility Program Director identified in the bid proposal.

Therefore, the Contractor agrees that no substitution of such specific individual and/or personnel qualifications shall be made without the prior written approval of the NJDOC.

B. Substitution of Personnel or Subcontractor

(Refer to VII. Administration and Management, 4-ACRS-7B)

If, during the term of the contract, the Contractor or subcontractor cannot provide the management and supervisory personnel as proposed and requests a substitution, that substitution must be approved by the NJDOC and must have equal or better qualifications than the person being substituted. The Contractor or subcontractor must provide detailed resume qualifications and justification, which shall be forwarded to the NJDOC's Contract Compliance Unit for written approval prior to any personnel substitution. The Contractor acknowledges that every reasonable attempt shall be made to maintain the personnel listed in the response proposal.

In the event that the primary Contractor desires to substitute a subcontractor, the primary Contractor must identify the organization, officers and the contractual agreement to be made, which shall be forwarded to the NJDOC's Contract Compliance Unit for approval prior to the commencement of any work by the recommended substitute subcontractor. Additionally, the NJDOC reserves the right to request that a subcontractor be replaced anytime during the performance of the contract with an equal or superior subcontractor.

C. Food Supervisor/Cook

(Refer to IV. Care, 4-ACRS-4A)

The Contractor must provide adequate staffing and the position(s) should be reflected in the budget proposal. Resident labor may be utilized to assist in the preparation and serving of meals. If the food service is substituted through a local provider, such as a restaurant or caterer, the food supervisor/cook positions **cannot** be reflected in the personnel section of the budget proposal.

5.3 Staffing Pattern

A. NJDOC Mental Health Provider Staffing Pattern

Staff will be utilized at 40 work hours per week; however the NJDOC mental health provider will provide 24/7 on-call staffing.

B. Contractor Staffing Pattern

(Refer to II. Security, 4-ACRS-2A and

VII. Administration and Management, 4-ACRS-7B, D and E)

The staffing pattern is subject to approval by the NJDOC and must be submitted with the Bidder's proposal. If a program consists of multiple buildings, the Contractor must ensure that at least two accountability staff, a male and a female, are on duty at all times (24/7) in each building.

Staffing patterns must reflect the ability to continue existing treatment plans that were developed by the NJDOC mental health provider prior to the inmate's arrival at the program.

Ideally, staffing patterns at all levels of the treatment process shall reflect the population (culturally, ethnically, linguistically, and gender specific) and communities served, from clerical staff through executive management.

The Contractor must have an employee retention program designed to minimize staff turnover. Provisions must be made for substitute staff with equivalent qualifications to replace absent staff members. The specifics of this program must be outlined in the Contractor's bid response.

The Contractor shall provide a work schedule clearly defining the duty hours of each staff member and indicate whether the staff member is full-time, part-time, or hired on a consulting basis. Full-time employment is defined as a minimum of 35 working hours per week. Part-time staff must not exceed 20 percent of the total number of positions of the facility, unless prior approval has been obtained from the NJDOC. The work schedule must be provided with the Contractor's bid response.

5.4 Volunteer Services

(Refer to VII. Administration and Management, 4-ACRS-7B, D and F)

If volunteers are utilized, the Contractor must establish and implement written policies and procedures in accordance with N.J.A.C. 10A:17-2.15, 2.17, 2.19 and 2.20 and N.J.A.C. 10A:72-9.3 and 9.4 (Exhibit A). Volunteers are subject to the same rules of conduct and criminal record screening as the Contractor's staff is.

The Facility Program Director or designee is responsible for the direction, provision and quality of the volunteer services.

5.5 Employee Criminal Record Screening

(Refer to VII. Administration and Management, 4-ACRS-7B and E)

In accordance with NJDOC policy and procedure, the Contractor must provide the NJDOC with the required information to perform a pre-employment criminal record screening for all employees and volunteers at the Contractor's facility. This information shall be confidential and only reviewed by the NJDOC Contract Compliance Unit and the Special Investigations Division (SID).

Prospective employees and volunteers shall not be permitted access to a NJDOC contracted facility prior to clearance from the NJDOC.

5.6 Identification Badges for Contractor Employees and Volunteers

(Refer to VII. Administration and Management, 4-ACRS-7F)

The Contractor shall issue a temporary identification (I.D.) badge to all employees and volunteers. The temporary I.D. badge shall be renewable annually for the duration of the contract. The Contractor shall be responsible for securing the return of

each badge upon the employee's or volunteer's separation from the Contractor's employ. The temporary I.D. badge will include:

1. Employee's photograph
2. Name
3. Title
4. Name of the Contractor and program
5. Expiration date of the temporary I.D.

This Contractor-issued I.D. does not imply that the contract employee is an employee or representative of the NJDOC.

All employees and volunteers must wear their contractor-issued I.D. badge whenever they are at work or are visiting a NJDOC operated institution or program.

5.7 Notification of Change, New Hires and Separations

(Refer to VII. Administration and Management, 4-ACRS-7E)

The Contractor shall notify the NJDOC in writing of all separations (terminations, resignations, leaves of absence) within 48 hours of the effective date. All staff change (new hires, separations, new position, promotions, volunteers, etc.) are to be included in the Contractor's monthly report to the NJDOC.

5.8 Notification of Staff/Inmate Incidents/Violations

(Refer to II. Security, 4-ACRS-2A and VII. Administration and Management, 4-ACRS-7C and E)

In accordance with NJDOC policy and procedure, the Contractor must immediately advise the NJDOC of any incident that may negatively impact upon the program.

5.9 Vacant Positions

(Refer to VII. Administration and Management, 4-ACRS-7D)

The Contractor must make every effort to fill vacancies in program related staff within 30 days of the vacancy. In the event that the Contractor does not fill a vacancy within 30 days, the NJDOC may request a written plan for filling the position, along with copies of any advertisements, employment agency contacts, job fair participation, schedule of interviews, etc.

5.10 Contract Employee Conduct

(Refer to III. Order, 4-ACRS-3A and VII. Administration and Management, 4-ACRS-7C)

Standards of employee conduct must include, but not be limited to, the NJDOC's policy and procedures (Exhibit B).

6.0 Program Operations

6.1 Program Assignments

(Refer to VI. Justice, 4-ACRS-6A)

Inmate applicants must meet the eligibility criteria in N.J.A.C. 10A:20-4 (Exhibit C).

An inmate who has a mental health diagnosis either on Axis I or Axis II will be eligible for the program. Inmates who are not currently on the Mental Health Special Needs Roster (MHSNR) may qualify if they meet the above criteria and/or were former class members of the MHSNR and mental health staff determines that the program is needed to keep them off the MHSNR.

6.2 Transporting Inmates to the Program

The NJDOC's Central Transportation Unit shall be responsible for transporting offenders to the assigned program.

6.3 Forwarding Inmate Documents to the Contractor

(Refer to IV. Care, 4-ACRS-4C, VI. Justice, 4-ACRS-6A and VII. Administration and Management, 4-ACRS-7D)

The NJDOC's Office of Community Programs shall be responsible for forwarding offender records to the program. All records will be shared on an as needed basis with contracted staff members who participate in treatment plan development.

1. Classification material (face sheet with inmate's photograph, criminal history record, progress sheet, status of detainers, and any other relevant information regarding the inmate's correctional facility adjustment and program participation)
2. Pre-Sentence Investigation report (PSI)
3. Keep separate orders
4. Copies of all assessments, such as medical, dental, mental health, Addiction Severity Index, as well as educational/vocational test results, achievements, and treatment and discharge plans.

The Contractor shall be responsible for forwarding offender records, as well as any added documentation placed in the individual folders (assessments, test results, treatment and discharge plans, etc.) to the appropriate continuum of care program (halfway house or district parole office).

6.4 Admission Notification to Law Enforcement

In accordance with N.J.A.C. 10A:20-4.13(d) (Exhibit C), the Contractor must notify local law enforcement offices of the inmate's admission to the program.

6.5 Intake, Orientation and Admission Process

(Refer to III. Order, 4-ACRS-3A and VII. Administration and Management, 4-ACRS-7D)

Pursuant to N.J.A.C. 10A:20-4.19 a (Exhibit C), the Contractor, in coordination with the NJDOC mental health provider, must ensure that all new inmates receive an orientation to the rules and regulations of all program components, including, but not limited to, program expectations and opportunities, program's disciplinary system, medical and financial procedures.

6.6 Components of Screening and Assessment

(Refer to II. Security, 4-ACRS-2A and V. Program and Activity, 4-ACRS-5A)

The Contractor shall be responsible for screening inmates' records and reviewing all assessments and evaluations administered by NJDOC mental health provider, such as:

- a. Mental health history and current status
- b. Substance use disorder history and patterns of current use
- c. Medical history and current health status
- d. Family and social relationships
- e. Motivation and readiness for a crime-free lifestyle

The Contractor shall be responsible for other assessments and evaluations, such as:

- f. Criminal history and current status
- g. Employment/vocational status

All repeated assessments and evaluations shall be a collaborative effort between the NJDOC mental health provider and the Contractor.

6.7 Treatment Continuum of Care

(Refer to II. Security, 4-ACRS-2A and V. Program and Activity, 4-ACRS-5A)

The Contractor must include in the bid response a list and description of all assessment tools to be utilized, a detailed treatment approach and curriculum, as well as training techniques that will be used in each required program treatment service.

Additionally, the Contractor must identify and describe the positions and credentials of the staff assigned to the training, how the treatment modalities will be applied, the minimum number of hours and days to be dedicated to each service and individual resident, as well as any computer-assisted instruction that shall be used.

6.8 Substance Use Disorder Counseling and Supportive Services

(Refer to V. Program and Activity, 4-ACRS-5A)

Provision of substance use disorder treatment must comply with the professional licensure regulations of the Department of Law and Public Safety, Division of Consumer Affairs.

A. Urine Monitoring and Alcohol Testing

The Contractor must ensure procedures for testing, as established by N.J.A.C. 10A:20-4.20 (Exhibit C), N.J.A.C. 10A:3-5.10 and 11 and NJDOC Policy Number 3.510 (Exhibit D) shall be adhered to.

The Contractor shall be responsible for transporting all urine specimens to one of the NJDOC regional labs (Northern State Prison in Newark, New Jersey State Prison in Trenton, Riverfront State Prison in Camden or South Woods State Prison in Bridgeton) for testing, as well as any associated costs.

It has been the practice of the RCRP staff to use observations and coordination tests (similar to those used by police during DUI stops), possibly even a breath tube device as supporting evidence to write a charge for alcohol use (.204) or

intoxication (.552). The NJDOC Disciplinary Hearing Officers accept this method.

6.9 Specialized Gender-Specific Programs

The Contractor shall provide programs for female inmates that address the recovery process from addictions and negative relationships and aftercare programs through group and individual services provided in-house or through community resources and other gender-specific services.

6.10 Parenting/Family

The Contractor shall provide a program geared toward the enhancement of parenting skills, with special emphasis placed on those in a primary care giver role.

6.11 Culturally Competent Services

Cultural competency in mental health and social services is a key component of quality care. Service professionals need to have the necessary language and cultural skills to support racial and ethnic minority groups.

In order to promote cultural understanding and acceptance, the Contractor shall provide culturally-sensitive case management. Programs must be developed in accordance with the cultural diversity of the inmate population in the facility.

6.12 Emergency and Non-Emergency Medical, Dental, Mental Health and Pharmaceutical Services For Inmates Assigned to the Program
(Refer to IV. Care, 4-ACRS-4C)

For emergency medical, dental, mental health and pharmaceutical services, the Contractor must follow NJDOC policies and procedures and N.J.A.C. 10A:20-4.22 c. (Exhibit C), as well as the policy and procedures of NJDOC mental health provider.

For non-emergency medical, dental, and pharmaceutical services, the Contractor shall be responsible for scheduling inmate appointments with the NJDOC medical services provider through a designated institution or alternate community-based medical provider approved by the NJDOC medical services provider.

The NJDOC mental health provider's staff, while on duty at the program, are to be notified by the Contractor staff of any emergency or non-emergency mental health concern or incident. The Contractor staff are to follow the NJDOC and their mental health provider's policies and procedures for any mental health concerns or incidents that occur before or after the NJDOC mental health provider's staff on-duty hours.

6.13 Medication

(Refer to IV. Care, 4-ACRS-4C)

The Contractor shall include standards for self-administration of medication. The Contractor may follow the NJDOC medication dispensing policy and procedures,

which permits inmates to keep medications on their person (KOP), excluding psychotropic drugs, drugs of abuse or needles for insulin.

- A. The designated Contract staff shall oversee and supervise the storage and self-administration of medication as follows:
 - 1. Medication must be stored in a locked cabinet and/or storage area to which only the designated Contract staff shall have access.
 - 2. The designated Contract staff shall remind inmates of medication time and the prescribed dosage.
 - 3. The designated Contract staff must observe the inmate removing and taking the medication.
- B. Supervision of self-administration of medication shall not include:
 - 1. Placement or pouring the dosage in a container for the inmate
 - 2. Placing of medication in the inmate's mouth or food
 - 3. Administration of any injected medication.
- C. Documentation:
Contract staff shall document all dispensed medications, noting the name of the inmate, the medication and dosage, time, date, etc..

6.14 Case Notes

The Contractor shall develop and utilize a universal case notes form throughout the program. The notes shall reflect:

Section A

- A.1 Identify the inmate by name and number (prison and SBI numbers)
- A.2 List inmate's assigned phase (i.e., assessment, treatment, work release) and special instructions, if any
- A.3 Indicate inmate's anticipated release date and how verified
- A.4 Identify applicable written notices of release

Section B - Facility Adjustment (brief summary)

- B.1 Program plans and time tables
- B.2 Employment, include job search progress
- B.3 Educational/vocational participation
- B.4 Program participation both current and completed, also indicate when and by whom the various components were approved
- B.5 Disciplinary actions, chronologically list all actions taken (informal resolutions are not to be included)
- B.6 Physical and mental health, including any significant mental or physical health problems, and any corrective action taken
- B.7 Financial responsibility plan and current status
- B.8 PACTS/Furloughs (chronologically list all and summarize inmate's success)

Section C - Release Planning

- C.1 Staff shall identify available release resources and any particular problem that may be present in release planning.

Both the inmate and Contract staff shall sign and date the notes.

6.15 Progress Reports

(Refer to V. Program and Activity, 4-ACRS-5A)

Progress reports are to be forwarded to the regional institution's classification office and the State Parole Board (SPB), who requires them for every SPB hearing. Per N.J.A.C. 10A:71-3 a copy of non-confidential progress notes must be provided to the inmate prior to his/her SPB hearing. The inmate must sign acknowledging receipt. The reports shall be concise and, **if handwritten, legible.**

6.16 Inmate Identification Cards

In accordance with NJDOC Standard 689 (Exhibit E), each inmate shall be issued a laminated identification card that must be in his/her possession at all times (on and off-site). The information on the card shall include the name and telephone number of the facility, inmate's name, state number, date of birth, picture, race, weight, height, color of hair and eyes, medical alerts (allergies, etc.), if any, and expiration date of card. The Contractor shall be responsible for the return of the card upon his/her release from the program.

6.17 Daily Inmate Count

(Refer to II. Security, 4-ACRS-2A)

In accordance with NJDOC policy and procedures, the Contractor must document and report the daily inmate count to the NJDOC's Office of Community Programs no later than 7:30 a.m. on regular business days (Monday through Friday). The daily counts for weekends and holidays shall be reported on the next regular business day.

6.18 Sign Out/In Procedures

(Refer to II. Security, 4-ACRS-2A)

In accordance with NJDOC policy and procedure, the Contractor must ensure that no sign-out be granted to a inmate for travel outside the State of New Jersey for any reason. The inmate's absence from the facility is to achieve specific programming objectives to include seeking employment, strengthening family ties, engaging in religious activities, education, recreation, and counseling. The Contractor approves these program activities as long as the public interest is served.

The Contractor shall develop policies and procedures to authorize absences while ensuring accountability of the inmate.

6.19 Transportation Services

(Refer to I. Safety, 4-ACRS-1B, Vehicles)

The Contractor must provide transportation for inmates in accordance with NJDOC Standard 689 (Exhibit E). The Contractor shall develop and implement a method of

inmate transportation for services provided outside the facility, which shall include plans for security and accountability for the inmate and his/her personal possessions, as well as transfer of inmate information to and from the provider of the services.

Arrangements shall be made by the Contractor to ensure transportation for indigent inmates seeking employment or attending program activities, are available at no cost to the inmates.

6.20 Discharge/Aftercare Plan

(Refer to V. Program and Activity, 4-ACRS-5A)

The final plan shall be completed, in collaboration with the NJDOC mental health provider and the SPB, no later than fourteen (14) calendar days prior to an inmate's program exit.

Studies indicate that for mentally ill prisoners re-entry treatment and related services after release are crucial to giving them the best possible chance to become productive members of society. Unfortunately, many mental health/special needs people are reluctant to seek care because of the shame our society attaches to mental illness. New Jersey has a multitude of mental health organizations, including governmental agencies, advocacy groups, local mental health centers, and private outreach groups, many of which have developed programs that target community education and anti-stigma efforts.

For inmates being paroled from this program, appropriate referrals to the State Parole Board's programs, such as PROMISE (Program for Returning Offenders with Mental Illness Safely and Effectively), a collaboration with the Departments of Corrections, Human Services, Community Affairs and the New Jersey Housing and Mortgage Finance Agency, are to be included in the discharge/aftercare plan.

For inmates with or without the benefit of parole supervision, alternative continuum of care referrals may be made to New Jersey Department of Human Services (NJ DHS), Division of Mental Health Services (DMHS) funded residential and outpatient programs or one of the privately-operated 27 self help centers across the state that offer supportive housing and wellness and recovery programs.

7.0 Inmate Information

7.1 Ombudsman's Office

The Facility Program Director shall post the address and telephone number of the Ombudsman Office conspicuously throughout the facility. The Facility Program Director must also personally provide all inmates and/or their families, upon request, with the address and telephone number of the Ombudsman Office where complaints may be lodged:

New Jersey Department of Corrections
Office of the Ombudsman
P.O. Box 863
Trenton, New Jersey 08625-0367 Tel: (609) 292-8020

7.2 Inmate Labor

(Refer to III. Order, 4-ACRS-3A)

Inmates assigned to the Program may be required to perform house chores as part of their program and/or treatment plan. However, such work activity must not replace skilled labor or professional services that the Contractor would be required to provide for in order to maintain and/or improve the facility. Inmates must not be placed in positions of authority over other inmates.

In certain circumstances, the Contractor may desire to employ inmates with specialized skills or those with limitations. Such cases must be approved by the NJDOC and inmates employed under such circumstances must be compensated as an employee of the Contractor with all appropriate payroll deductions made, including workmen's compensation insurance.

7.3 Inmate Financial Information

The Contractor shall establish a program to meet the following:

- All residents with financial obligations will develop, with staff assistance, a financial plan to meet those obligations.
- Each financial plan will be monitored effectively to ensure satisfactory progress is being made.

A. Inmate Wages and Records

(Refer to VII. Administration and Management, 4-ACRS-7D)

Pursuant to N.J.A.C. 10A:20-4.26 (a) and (b) (Exhibit C), inmates shall receive wages paid by the regional institution for a five-day week based on the semi-skilled average pay level established by internal management policies and procedures, until such time as the inmate is able to participate in the work release phase of the program. The regional institution shall forward inmate wages to the Contractor.

The Contractor shall retain a record of all financial data relevant to each inmate. Data shall include, but not be limited to, inmate wages, deposits, deductions, and any trust fund account records. The Contractor is required to establish a weekly budget for inmates. The budget is to include savings and expenses. The Contractor shall retain such records for five years from the date the inmate is discharged from the facility.

In accordance with N.J.A.C. 10A:4-4.1 (*.207) (Exhibit H), inmates are permitted to have up to \$50.00 in their possession.

B. Maintenance Fees

(Refer to III. Order, 4-ACRS-3A and

VII. Administration and Management, 4-ACRS-7D)

Pursuant to N.J.S.A. 30:4-91.4 Earnings of Inmates and NJDOC policy and procedures, all employed inmates shall be required to pay a maintenance fee.

C. Fines, Penalties or Restitution

(Refer to III. Order, 4-ACRS-3A and VI. Justice, 4-ACRS-6D)

Inmates whose sentence stipulates payment of fines, penalties or restitution must comply with N.J.S.A. 30:4-91.4 and NJDOC policy and procedures in regard to payment of assessments, restitution and fines.

D. Banking/Credit

Inmates are prohibited from opening checking and charge accounts or purchasing any item on an installment plan. The Contractor must also ensure that inmates do not enter into any type of financial contract, including any lease agreement, unless prior approval is obtained from both the Contractor and the Office of Community Programs.

E. Medical Co-Pay

**(Refer to III. Order, 4-ACRS-3A and
VII. Administration and Management, 4-ACRS-7D)**

Inmates assigned to Residential Community Release Programs must be assessed and charged a co-payment for medical, dental, and optometry services in accordance with N.J.A.C. 10A:20-4.21 (Exhibit C) and 10A:16-1.5 (Exhibit F) and NJDOC policy and procedures.

7.4 Inmate Employment and/or Education Information

(Refer to II. Security, 4-ACRS-2A and

V. Program and Activity, 4-ACRS-5A)

It is recommended that the Contractor develop a relationship with the local One-Stop Career Center. In addition, the Contractor shall encourage all inmates that will be paroled from the program to register with the local One-Stop Career Centers, as well as learn about the Internet resources that are available through WNJPIN.

A. Approval of Inmate Employment Sites

On site evaluation and approval or disapproval of prerelease employment sites is to be conducted in accordance with N.J.A.C. 10A:20-4.27 (Exhibit C) and NJDOC policy and procedures.

B. Employment Notification to Local Law Enforcement

Pursuant to N.J.A.C. 10A:20-4.28 (Exhibit C) and NJDOC policy and procedures, the Contractor shall notify the local law enforcement authorities and the NJDOC, in writing, immediately following an inmate's employment in the community.

C. Monitoring Employment and/or Education Sites

Pursuant to N.J.A.C. 10A:20-4.29 (Exhibit C), Contract agencies shall monitor prerelease employment and education sites in accordance with applicable laws and NJDOC policy and procedures.

D. Unauthorized Employment

In accordance with NJDOC policy and procedures, the Contractor must ensure that inmates are not involved in unauthorized employment situations (jobs where there is evidence that not all appropriate withholding taxes or workman's compensation have been deducted, jobs that require travel outside the State of New Jersey, employment sites utilized by correctional facilities, or employment restrictions pursuant to the NJ Division of Alcoholic Beverage Control (NJABC) N.J.A.C. 13:2-14 (Employment by Licensees of a Person Failing to Qualify as a Licensee) and 13.2-15 (Removal of Statutory Disqualification) (Exhibit G) unless a variance or permit is secured from the NJDOC or the NJABC.

E. Union or Labor Strike

Upon the occurrence of a labor strike at an inmate's place of employment, the Contractor must not allow an inmate to engage in picketing or any other strike related activity. The Contractor must not permit the inmate to act as a strikebreaker in labor disputes. An inmate is to be advised to return immediately to the facility should a strike occur.

F. Inmate Use of Electronic Communication Devices

In accordance with NJDOC Policy PCS.001.002 (Exhibit H), inmates assigned to a RCRP are not permitted to have electronic communication devices in their possession unless such devices are required for employment purposes. Each RCRP must develop written policy and management procedures, to be approved by the NJDOC prior to service commencement date, that provide for issuance, collecting and monitoring electronic communication devices used by inmates in their employment.

7.5 Visitation

(Refer V. Program and Activity, 4-ACRS-5A and VI. Justice, 4-ACRS-6A)

Rules for visits must not be more restrictive than those contained in N.J.A.C. 10A:18-6 et seq. (Exhibit I), unless otherwise specified herein. The Contractor must inform inmates of new or revised rules and procedures regarding visits by posting appropriate notices in each housing area and other appropriate areas of the facility.

7.6 Bedside, Private Viewing and Funeral Visits

(Refer to V. Program and Activity, 4-ACRS-5A)

All court orders for bedside, private viewing or funeral visits shall be referred immediately to the Office of the Commissioner, New Jersey Department of Corrections for visit authorization per N.J.A.C. 10A:18-7 (Exhibit I).

7.7 Correspondence

(Refer to VI. Justice, 4-ACRS-6A)

The guidelines and procedures established by the Contractor must not be more restrictive than those contained in N.J.A.C.10A:18-2 (Exhibit J).

7.8 Telephone

(Refer to V. Program and Activity, 4-ACRS-5A and VI. Justice, 4-ACRS-6A)

The guidelines and procedures established by the Contractor must not be more restrictive than those contained in N.J.A.C. 10A:18-8 (Exhibit J). A toll-free number must be established in the facility for inmates in the community to call in.

7.9 Personal Property

(Refer to VII. Administration and Management, 4-ACRS-7D)

The Contractor's policies and procedures must be in accordance with N.J.A.C. 10A:20-4.33 (Exhibit C).

7.10 Critical Illness/Death Notification of Next of Kin

(Refer to IV. Care, 4-ACRS-4C and VII. Administration and Management, 4-ACRS-7D)

In the event of the need to notify next of kin due to critical illness or death of a inmate, the Contractor must immediately inform the regional institution and the NJDOC in accordance with N.J.A.C.10A:16-7 (Exhibit I).

7.11 Marriage

In regard to inmate marriages, the Contractor must be guided by N.J.A.C. 10A:17-7 (Exhibit I).

7.12 Clothing and Shoes

The Contractor's staff shall assist inmates in obtaining needed clothes and shoes through charitable organizations.

7.13 Inmate Use of Motor Vehicle

The Contractor may authorize inmates to use motor vehicles under certain conditions, as outlined in NJDOC policy and procedures.

7.14 Inmate Furloughs and Program Activity Community Time (P.A.C.T.)

(Refer to II. Security, 4-ACRS-2A)

Inmates assigned to residential community release programs may receive furloughs and P.A.C.T.s in accordance with N.J.A.C. 10A:20-4.34, 35 and 36 (Exhibit C), NJDOC Standard 684 Furlough Program and NJDOC policies and procedures (Exhibit K).

7.15 Inmate Prohibited Acts

(Refer to VI. Justice, 4-ACRS-6C)

The Contractor must use Inmate Prohibited Acts N.J.A.C. 10A:4-4.1, (Exhibit H), in determining the extent of disciplinary action. However, the disciplining of inmates shall be so administered as to maintain proper control and, whenever possible, to conserve human values and dignity and to promote socially desirable changes in attitude and behavior.

7.16 Disciplinary and Non-Disciplinary Returns

(Refer to II. Security, 4-ACRS-2A and VI. Justice, 4-ACRS-6C)

Contractor's written procedures are to be reviewed and approved by the NJDOC.

A. Disciplinary Transfer

Inmates may only be removed from the facility in accordance with NJDOC policy and procedures.

B. Major Infractions

In accordance with NJDOC policy, the Contractor must immediately advise by telephone and fax copies of required notifications.

C. Non-Disciplinary Administrative Returns

The Contractor shall ensure that administrative returns of inmates are in accordance with NJDOC policy.

D. Writing Disciplinary Charges

(Refer to VI. Justice, 4-ACRS-6C)

In accordance with NJDOC policy and procedures, the Contractor's staff must participate in training sponsored by the NJDOC on writing disciplinary charges.

7.17 Inmate Escapes

(Refer to II. Security, 4-ACRS-2A)

In accordance with NJDOC policy, the Contractor must implement procedures for reporting an escape (Exhibit H).

8.0 Contractor's Administrative Responsibilities

8.1 Policies and Procedures

(Refer to VII. Administration and Management, 4-ACRS-7B)

The Contractor must develop and submit to the NJDOC at least 30 days prior to the service commencement date specific policy and procedure manuals to cover all aspects of the operation. Policies and procedures must be designed to meet the standards of the NJDOC and the licensing authority, as well as the ACA.

A current manual that describes the Contractor's purpose, philosophy, program services, and policies and procedures must be maintained, and annual revisions made, to reflect operational changes. All policies and procedures, including revisions, are subject to final approval by the NJDOC.

8.2 Facility and Inmate Searches

(Refer to II. Security, 4-ACRS-2C)

The Contractor must conduct all searches in accordance with N.J.A.C. 10A:3-5.1–5.6 and 5.9 – 5.11 (Exhibit L).

8.3 Contraband and Disposition of Contraband

(Refer to II. Security, 4-ACRS-2C and VI. Justice, 4-ACRS-6A)

The Contractor must deal with contraband in accordance with N.J.A.C. 10A:3-6 (Exhibit L).

The Contractor shall develop policies and procedures to control the introduction of contraband. These procedures shall ensure that all staff members are trained on the proper techniques for offender pat, room, vehicle and common area searches. This training shall be conducted within the first week of the employee being hired and annually thereafter.

8.4 Facility and Grounds Security

(Refer to II. Security, 4-ACRS-2A and D)

The Contractor must conduct daily security inspections of the facility and grounds addressing such matters as functional locks and latches on all windows, doors, gates, electrical lighting (inside and out), keeping the facility and grounds free of contraband and providing security from outside intrusions.

8.5 Hostage Policies and Procedures

The Contractor must develop policies and procedures to guide facility staff in the event of a hostage situation involving staff, visitors or inmates. These directives shall require staff to immediately contact the NJDOC and proceed as instructed. Under no circumstances are staff to take lightly the safety or risk to themselves, hostages, or the public in such a situation with premature decisions and actions that may escalate the hostage situation.

8.6 Facility Staff's Use of Physical Force and Restraints

(Refer to II. Security, 4-ACRS-2B and VI. Justice, 4-ACRS-6A)

In accordance with NJDOC policy, Contractors' staff shall not use deadly or non-deadly force to restrain residents nor shall they be permitted to use mechanical restraints.

8.7 Disturbance Control Plan

(Refer to VII. Administration and Management, 4-ACRS-7B)

The Contractor must have a written Disturbance Control Plan that will be implemented in the event of a major disturbance for the purpose of meeting emergencies such as riots, strikes, attacks upon staff, visitors or inmates, explosions or fires, suicides or attempted suicides, natural disasters, and accidental injuries to staff, visitors or inmates. The development of this plan must be coordinated with NJDOC policy to ensure that procedures for after-hour emergency transportation of inmates, placement of inmates at temporary facilities, and assistance from local law enforcement and/or emergency agencies are included.

8.8 Program Reports/Forms

The Contractor shall submit programmatic reports or forms to the NJDOC, which include, but are not limited to:

1. Monthly program report
2. Annual program review
3. Escapes, disciplinary and administrative returns
4. Employment/Education Site Form
5. Incident reports, such as major disturbances
6. Progress reports for the State Parole Board

8.9 Contractor's Records

(Refer to VII. Administration and Management, 4-ACRS-7D and E)

All Contractor's records are to be maintained in accordance with N.J.A.C. 10A:22 (Exhibit M), ACA Standards and NJDOC Standards and Policies.

All requests for government records pursuant to the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq. shall be handled in accordance with N.J.A.C. 10A:22.

8.10 Media Contact Protocol

(Refer to VII. Administration and Management, 4-ACRS-7F)

The Contractor must comply with all NJDOC rules, regulations and policies regarding interaction with the media. Contact with the news media must be in accordance with NJDOC policy and procedures.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the NJDOC or the State in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

8.11 Conflict of Interest Policy – Contract Agency

(Refer to VII. Administration and Management, 4-ACRS-7E)

The prohibitions on contract agency activities per NJDOC policy and procedures shall apply to all contract agencies.

8.12 Research Projects

(Refer to IV. Care, 4-ACRS-4C)

The Contractor must conduct all program-related research in accordance with N.J.A.C. 10A:1-10 (Exhibit N) and any other applicable NJDOC policy. The Contractor must not publish nor disseminate any findings based on data obtained from the operation of this contract without prior written consent of the NJDOC.

8.13 Future Legislative Mandates or Court Orders

(Refer to VII. Administration and Management, 4-ACRS-7E)

The Contractor must assume all duties associated with any new laws, regulations or court orders, which affect the Program.

8.14 Liaison with Local District Parole Office

(Refer to VII. Administration and Management, 4-ACRS-7F)

The State Parole Board may assign a parole officer as a liaison between the Contractor's facility and the Board. The Contractor shall integrate the assigned parole officer's responsibilities into the program to include:

- a. access to the facility and permanent or temporary office space, if needed;
- b. involvement in resident aftercare planning; and
- c. access to residents' progress reports and records as may be required.

SECTION III

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS

Request for Proposal Operation Columbus House, a Mental Health Residential Community Release Program

Contract Requirements

1.0 Standard Terms and Conditions

1.1 Independent Contractor

All services provided by the Contractor under this contract shall be performed as an independent contractor. The Contractor shall be responsible for withholding all applicable employee taxes.

1.2 Corporate Status Verification

(Refer to VII. Administration and Management, 4-ACRS-7A)

The Contractor, if a corporation, does certify under penalty of perjury that the corporation is currently in good standing with the New Jersey Division of Revenue and is qualified to do business in the State of New Jersey.

1.3 Background Checks

The NJDOC reserves the right to conduct a background check on the Contractor and/or the Contractor's personnel as the NJDOC deems necessary during the term of the contract. The NJDOC further reserves the right to terminate the contract should a threat to security be determined.

1.4 Liquidated Damages

- A.** The NJDOC may assess liquidated damages against the Contractor if the Contractor fails to perform program and service requirements, fails to maintain staffing levels as indicated in its RFP response, or fails to comply in any other way with contract requirements.
- B.** Liquidated damages may immediately be assessed by NJDOC each time any of the following events occurs, due to an act or omission of the Contractor (or any subcontractor or other person or entity for which the Contractor may be contractually or legally responsible):

| Performance Area | Event | Liquidated Damages |
|------------------------------|---------------------------------|-------------------------------|
| Safety/Security/Order | Motor Vehicles Accidents | \$2,500 per occurrence |
| | Facility Fire | \$5,000 per occurrence |
| | Escapes | \$5,000 per occurrence |

- C. The NJDOC may assess liquidated damages against the Contractor for its failure to comply with contractual standards and requirements, including but not limited to, those described in the following sections of the RFP:

- 1. Section 5.0 Facility Physical and Operational Requirements**
- 2. Section 7.0 Program Operations**
- 3. Section 6.0 Staffing**
- 4. Section 8.0 Inmate Information**
- 5. Section 2.1 Compliance, Monitoring and Corrective Action Provisions**

Prior to the assessment of liquidated damages for these contractual deficiencies, the Contractor will be provided with written notice of the deficiency and accorded fifteen (15) days (or such longer period of time as may be deemed appropriate by NJDOC) to cure the deficiency. If the Contractor fails to cure the deficiency within the allotted time, the NJDOC may assess liquidated damages in the amount of \$200.00 for each day the deficiency remains uncured.

- D. If the Contractor fails to initiate phase-in by May 1, 2006, the Contractor shall be assessed damages for each day that it is out of compliance and for each bed that is not available to NJDOC. The damage assessment shall be the difference between NJDOC's average adult institutional per diem cost (based on actual expenses incurred during the last completed fiscal year) and the per diem due the Contractor under the Contract, if NJDOC's per diem cost exceeds that of the Contractor. If the Contractor's daily per diem rate is less than NJDOC's per diem, NJDOC may, in sole discretion, take any one or more of the actions set forth in Paragraph E. below.

The NJDOC has the sole right to grant the Contractor an extension of time in the event of a delay beyond the control of and not caused by the fault or negligence of the Contractor.

- E. In lieu of or in addition to liquidated damages, the NJDOC can elect to declare the Contractor in default of the contract, terminate the contract for cause, withhold a monthly payment until the deficiency has been corrected to the satisfaction of the NJDOC or exercise any other available remedy. Nothing contained in the liquidated damages section shall be construed to limit the rights or remedies available to the NJDOC in law or equity or elsewhere under the contract.

1.5 Temporary Non-Performance

**(Refer to I. Safety, 4-ACRS-1C and
VII. Administration and Management, 4-ACRS-7A)**

If the Contractor shall be temporarily unable to perform the contracted services as required, the NJDOC, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the contract per diem rate.

1.6 Licenses and Permits

**(Refer to I. Safety, 4-ACRS-1A and
VII. Administration and Management, 4-ACRS-7A)**

The Contractor shall be an individual or firm licensed to do business in New Jersey and shall obtain at his/her expense all licenses and permits required by law for accomplishing any work required in connection with this contract.

In the event any license and/or permit expires at any time during the term of this contract, Contractor must provide the NJDOC with a copy of the renewed license and/or permit within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses and permits, the NJDOC may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

1.7 Cost Liability

The NJDOC assumes no responsibility and no liability for costs incurred by vendors prior to issuance of an agreement, contract or purchase order.

1.8 Ownership of Material

Ownership of all data, material, proposals, manuals, training sessions, and documentation (including work papers) originated and prepared for the NJDOC pursuant to this contract shall belong exclusively to the NJDOC.

2.0 Special Terms and Conditions

2.1 Compensation

- A.** The NJDOC shall reimburse the Contractor a per diem per inmate rate contingent upon the Contractor providing adequate documentation, subject to adjustments as described in the RFP and Scope of Work.
- B.** Various factors and circumstances may preclude per diem payments for a particular inmate (i.e., the day after the inmate has been hospitalized, escaped or detained in a federal, county or municipal lock-up).
- C.** The NJDOC shall pay the Contractor a per diem per inmate rate only for those beds actually occupied by inmates each day.

- D. The NJDOC does not guarantee any minimum occupancy rate during the term of this contract.

2.2 Contract Extension (Award Terms)

The Contractor may earn, based on performance during the evaluation periods, two, one-year extensions to the original contract period of three years, up to a maximum contract period of five years. The Contractor will be evaluated annually (Exhibit O) and if Contractor evaluation scores are good or excellent, the first extension may be granted at the end of the second year and will commence in year four. If Contractor evaluation scores are good or excellent at the end of year three, the Contractor may earn year five.

- A. **Monitoring of Performance** The Contractor's performance shall be continually monitored by the NJDOC performance monitors whose findings will be reported to the Director of the Office of Community Programs.
- B. **Modification of Award Term Plan** Changes may be made to the award term plan at any time during contract performance, provided that both parties agree to the changes.
- C. **Self-Evaluation** The Contractor shall submit to the Contract Compliance Unit within five working days after the end of each award term evaluation period a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed five pages. This self-evaluation will be used in the Director's evaluation of the Contractor's performance during this period.
- D. **Dispute Exceptions** Decisions regarding the award term include, but are not limited to, the amount of the award term, if any, the methodology used to calculate the award term; the calculation of the award term; the Contractor's entitlement of the award term; and the nature and success of the Contractors' performance as made by the Assistant Commissioner are final and not subject to dispute.

2.3 Contract Continuity/Transitional Period

In the event the services are scheduled to end either by contract expiration or by termination by the NJDOC, at its discretion, it shall be incumbent upon the Contractor to continue the service, if requested by the NJDOC, until new services can be completely operational. At no time shall this transitional period extend more than 180 days beyond the expiration date of the existing contract. Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the NJDOC.

2.4 Amendments

Any modification to this Contract must be in writing and signed by both parties.

2.5 Special Projects/Additional Work

Changes in the mandatory features of this comprehensive program contract may occur during the contract period due to legislation, regulatory initiatives or case law. In that event, NJDOC and the Contractor shall evaluate the scope and value of the services that are added or deleted to determine whether amendments to the contract are necessary.

Should additional work, special projects, hearings, meetings or other activities beyond the scope of this RFP be determined necessary by the NJDOC or the Contractor, the Contractor must present to the NJDOC a written request to perform the additional work. The written request must be based upon the hourly rates or unit costs submitted with the Contractor's original proposal and must contain complete descriptions of the additional tasks to be performed.

Should the NJDOC elect to order additional items covered under the tasks and sub-tasks detailed above, the Contractor shall be paid the unit cost for each item in accordance with applicable unit costs or rates as submitted on the price sheets for tasks or sub-tasks.

Contractor shall not begin performing any additional work prior to obtaining written approval from the NJDOC. The NJDOC must maintain a written record of additional work approved for audit purposes.

2.6 NJDOC Option to Reduce Scope of Work

The NJDOC shall have the option, at its sole discretion, to consider the project, or any task or sub-task thereof, completed before all of said task or sub-task have been performed, whenever in the judgment of the NJDOC, based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced scope of work. In such event the NJDOC may reduce the scope of work for any task, sub-task or portions thereof by written notice to the Contractor.

Upon receipt of such notification, the Contractor must submit to the NJDOC, within five working days, an itemization of the work effort already completed by task or sub-task and work effort which shall be required by task or sub-task to complete the affected task or sub-task in accordance with said notification.

Upon approval of the proposed work effort by the NJDOC, the Contractor shall complete the project in accordance with said approval. The Contractor shall be compensated in accordance with the applicable portions of the cost proposal.

3.0 Primary Contractor's Responsibilities

3.1 General

The State will consider the primary Contractor to be the sole point of contact with regard to contractual matters and the primary Contractor shall be required to assume sole responsibility for the complete effort stipulated in the RFP. Payment will be made only to the primary Contractor.

The primary Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this RFP and shall assume sole responsibility for any payments due the subcontractors under the contract.

3.2 Proof of Business Registration Certificate (BRC)

Pursuant to N.J.S.A. 52:32-44, (Public Law 2001, Chapter 134), vendors providing goods or services to the State of New Jersey must be registered with the New Jersey Department of the Treasury, Division of Revenue. Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission.

As mandated by this statute, failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

This statute also makes Contractors responsible for the business registration of subcontractors. Specifically, the law prohibits Contractors from entering into a contract with a subcontractor who has not provided the Contractor a copy of its business registration certificate. In addition, the law requires Contractors to submit these registration forms to the public body for filing along with the other procurement documents related to the Contract.

To obtain a copy of your Business Registration Certificate, or to register with the Division of Revenue, on-line: <http://www.state.nj.us/treasury/revenue/busregcert.htm>

Any questions in regard to business registration requirements can be directed to the Division of Revenue at (609) 292-1730.

3.3 Source Disclosure Certification

Pursuant to Executive Order No. 129 issued on September 9, 2004, all vendors seeking a contract with the State of New Jersey must disclose: The location by country where services under the contract will be performed; and the location by country where any subcontracted services will be performed.

The vendor shall submit, **with its bid proposal**, Executive Order 129 Certification, filled out with the sourcing information required for itself and any proposed

subcontractor, identified in its proposal. **Failure to submit sourcing information when requested, shall preclude award of a contract to the vendor.**

The link to Executive Order 129 is <http://www.state.nj.us/infobank/circular/eom129.htm>. It is important to note that Executive Order 129 applies to all service contracts.

3.4 Restrictions on Political Contributions ("Pay to Play" Ban)

Pursuant to Public Law 2005, Chapter 51, approved March 22, 2005, and effective October 15, 2004, all contractors are required to comply with the "pay to play" disclosure requirements set forth in Executive Order 134.

Compliance requires the Contractor to submit the Executive Order 134 Certification (DPP134-POFW), and the Disclosure of Political Contributions (DPP134-DPC). In addition, the Contractor is under a continuing duty to disclose all contributions made during the term of the Contract covered under the Executive Order. Towards satisfying that duty, the Contractor shall submit the Continuing Disclosure of Political Contributions (DPP134-CD) when required under the Executive Order. Failure to comply with any of the requirements of the Executive Order may result in the termination of the Contract for the reasons set forth in the Executive Order. All forms and instructions are available on the Division of Purchase and Property website: <http://www.state.nj.us/treasury/purchase/forms.htm>.

Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the business entity from award of such contract.

3.5 Assignment or Transfer of Contractor's Obligations

The Contractor shall not assign or transfer its obligations or rights under the Contract without the prior written consent of the NJDOC. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the NJDOC shall be cause for rescission of the contract award.

3.6 Insurance

(Refer to VII. Administration and Management, 4-ACRS-7D)

- A. The State shall be named as an insured on any and all insurance policies taken by the Contractor for the construction, operation, or management of the facility and the coverage shall extend to its officials, agents, employees, and representatives,

other public officials, the Commissioner of the NJDOC and its employees, in their official or individual capacities, and their respective legal representatives, heirs and beneficiaries.

1. Insurance or other certificates required under this contract must be provided with no less than 30 days' advance notice to the NJDOC of any contemplated cancellation.
 2. The Contractor shall not cancel, or allow to be canceled, any policy of insurance without NJDOC approval. Each policy shall be approved by the NJDOC prior to the effective date of this contract. The NJDOC reserves the right, in its discretion, to reject any policy issued by an insurer that is deemed to be not fully reliable or otherwise deemed to be unsuitable.
 3. The NJDOC shall have the right, but not the obligation, to advance an amount of money as required to prevent the insurance required herein from lapsing for nonpayment of premiums. If the NJDOC advances such amount, then the Contractor shall be obligated to repay to the NJDOC the amount of any advances plus interest thereon at the maximum rate allowable by law, and the NJDOC shall be entitled to set off and deduct such amount from any amounts owed to the Contractor pursuant to this contract. No election by the NJDOC to advance insurance premiums shall be deemed to cure a default by the Contractor of its obligation to provide insurance.
- B.** No contract shall become effective until the Contractor provides the NJDOC with policies of insurance of the following types, for the following purposes, and in amounts of \$1 million per occurrence and \$2 million yearly aggregate.
1. Insurance protecting it under the workers' compensation acts and from other claims for damages for physical or personal injury, including death, to residents or employees, State of New Jersey employees or visitors that may arise from operations performed by the Contractor, by a subcontractor, or by a person directly or indirectly employed by either of them. Such insurance will cover, but is not limited to, claims arising out of personal injury liability, professional and medical liability (coverage for doctors, nurses, attorneys, counselors, psychiatrists, psychologists and social workers), directors' and officers' liability, civil rights coverage, fire and property insurance, general liability, employee dishonesty, premises/operations, products/completed operations, umbrella/excess liability.
 2. General liability insurance, which shall specifically include civil rights matters. Such insurance shall also include coverage for the cost of defense for all State of New Jersey employees and officials and others indemnified pursuant to this contract.

3. Automobile and other vehicle liability insurance.
 4. Insurance against instances of dishonesty.
- C. The Contractor shall assume the defense for any action for which there is insurance coverage with counsel selected by the Contractor, but the NJDOC may participate in the defense if it chooses to do so.

4.0 Financial Management

4.1 Audit Requirements

(Refer to VII. Administration and Management, 4-ACRS-7D)

1. Audits of operations under this contract shall be conducted annually on an organization-wide basis and for the period of the contract.
2. Qualified individuals who are independent of those who authorize the expenditure of contract funds to produce unbiased opinions, conclusions, or judgments shall conduct the examination in the form of audits or internal audits. These audit examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the contract and the accounts and that financial reports fairly presents the results of the Contractor's operations.
3. Audit examinations will be made in accordance with current government auditing standards.
4. Audit examinations will test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the contract. Audits will be conducted on organization-wide basis that will include all contracts within the organizations reporting year. In accepting this contract, the Contractor agrees to, and will allow such audits to be performed on an organization-wide basis.
5. The scope of the audit will be financial and compliance. In the performance of the audit, the auditors(s) will include appropriate sampling of all contracts. The NJDOC may change the scope of the audit and will so notify the Contractor when the Contractor is responsible for providing the audits.
6. In performing the compliance audit, the auditor(s) will determine the Contractor's compliance with applicable laws and regulations including rules and regulations issued by State and Federal agencies responsible for providing contract funds.
7. The NJDOC requires that a Certified Public Accountant firm, appointed and paid for by the Contractor, be designated to perform all audit requirements of this contract.

8. All such audit reports must be certified by the CPA firm conducting the audit and be provided to the NJDOC within one hundred and twenty (120) days of the end of each fiscal year during the contract period. Any extension of this provision must be requested by the Contractor in writing stating reasons, along with anticipated compliance date, to the NJDOC.
9. The Contractor agrees to assure timely and appropriate resolution of audit findings and recommendations.

4.2 Audit Rules and Regulations

1. The audit of a provider agency must be in accordance with the applicable regulations and their subsequent revisions which follow:
2. New Jersey Department of Treasury Circular Letter 98-07, Single Audit Policy for Recipient of Federal Grants, State Grants and State Aid Payments
3. Federal OMB Circular A-102 Audits of State and Local Governments
4. AICPA, Audit and Accounting Guide, Audits of State and Local Government Units
5. Federal OMB Circular A-133 Revised, Audits of Institutions of Higher Education and Other Non-Profit Organizations
6. New Jersey Department of Treasury Single Audit Guide for Non-Profit Sub-Recipients and Independent Auditors
7. Federal Department of Health and Human Services, Guidelines for Audits of Federal Awards to Non-Profit Organizations
8. U.S. General Accounting Office, Government Auditing Standards
9. Federal OMB, Compliance Supplement for Single Audits of State and Local Governments
10. New Jersey Department of Treasury's State Grant Compliance Supplement
11. New Jersey Department of Treasury Circular Letter 89-19, Grant Agreements-Agency Contracts
12. Audit Reports and Schedules of Federal and State Financial Assistance.
See applicable Federal OMB Circulars (A-128, A-133), AICPA Audit Guides, NJ Department of Health and Human Services Audit Guidelines for Audits of Federal Awards to Non-Profit Organizations and NJ Department of Treasury Single Audit Guide for Non-Profit Sub-Recipients and Independent Auditors

4.3 Additional Audit Requirements

The audit must include the following:

1. Specific statements that all required tax returns have been filed and taxes (including, but not limited to, payroll taxes) have been paid.
2. A copy of the management advisory letter (when provided as a routine part of audit engagement).
3. If, during or in connection with an audit of a government entity, auditors become aware of illegal acts or indications of such acts affecting the entity, these acts must be communicated immediately by the auditor to the:
Manager, Bureau of Auditing
NJ Department of Corrections
P. O. Box 863
Trenton, New Jersey 08625
4. The audit work papers and reports must be retained by the auditor for a minimum of five years from the date of the audit report, unless the auditor received a request in writing from the NJDOC for the need to extend the retention period.
5. The audit work papers and reports shall be made available upon request to the NJDOC or its designee(s). (See Treasury Circular Letter 89-19, Grant Agreements, Agency Contracts, Section XX, Access to Records and Attachment A, Additional Grant Provisions I, Audit Requirements).
6. Any changes in Contractor's fiscal year must be reported immediately to the NJDOC.
7. Copies of audit reports must be submitted to each State-funding Department.
8. Contractors must assure the NJDOC that auditors satisfactorily comply with the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements.

4.4 Certification of Adequacy of Accounting System

A statement attesting to the adequacy of the Contractor's accounting system in accordance with this contract must be completed by the Contractor's Chief Financial Officer and be submitted with the Audit Report.

4.5 Books and Records Retention

- A. The Contractor shall keep adequate books and records relating to contract services and program expenditures and shall retain all such books and records (including supporting documents) for seven years from the termination date of this contract.

- B.** Financial records, supporting documents, statistical records, and all other records pertinent to the Contract shall be retained for a period of seven years, with the following qualifications:

If any litigation, claim or audit is started before the expiration of the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Records for non-expendable property acquired with NJDOC funds shall be retained.

- C.** The retention period starts from the date of submission of the final expenditure report or, for contracts that are renewed annually, from the date of submission of the annual financial report.
- D.** NJDOC may request transfer of certain records to its custody from the Contractor when it determines that the records possess long-term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

5.0 Termination of Contract

5.1 Right to Terminate for Cause

The contract can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the NJDOC’s notification to the Contractor.

The contract can also be immediately terminated at the sole discretion of the NJDOC if false or misleading information contained in the Contractor’s proposal is discovered after the contract is awarded. The Contractor will be liable for all costs associated with termination of the contract and any subcontracts the Contractor may have for the performance of this contract.

If the contract is terminated for cause, the NJDOC reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award on future contracts can be made.

5.2 Notification of Termination by the NJDOC

The contract may also be terminated at the convenience of the NJDOC. The NJDOC shall give the Contractor 60 calendar days written notice prior to termination of the contract if termination is not being effectuated for cause.

The Contractor shall be entitled to receive compensation for satisfactory authorized service completed as of the termination date, but in no event shall the NJDOC be liable to the Contractor for compensation for any service which has not been rendered.

Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount. In the event of such termination, the Contractor shall furnish to the NJDOC, free of charge, such reports as may be required.

5.3 Termination Due to Unavailability of Funds

The contract is subject to appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated by the Legislature or are otherwise unavailable, the NJDOC reserves the right to terminate the contract upon written notice to the Contractor. Said termination shall not be deemed a breach of contract by the NJDOC.

Should such an event occur, the Contractor shall be entitled to compensation of all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the NJDOC any actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount.

5.4 Notification of Termination by the Contractor

The Contractor may terminate the contract for cause, after providing the NJDOC with notice and a 30-day opportunity to cure the alleged deficiency. If the NJDOC fails to cure the deficiency within the 30-day period, the Contractor may notify the NJDOC of its intention to terminate the contract a minimum of 60 days after the date of such notice. If the contract is terminated under this section, the Contractor shall settle all accounts with the NJDOC in the manner specified by the NJDOC and shall be subject to a final audit under subsection 4.1 Audit Requirements.

5.5 Termination for Contractor Bankruptcy

(Refer to VII. Administration and Management, 4-ACRS-7A)

The Contractor must inform the NJDOC of its intention to file a petition for bankruptcy at least ten calendar days prior to filing such a petition. Contractor's filing without it conforming to this requirement shall be deemed a material pre-petition incurable breach.

In the event of the filing of a petition for bankruptcy, reorganization or liquidation pursuant to any chapter of the Bankruptcy Code, Title 11 U.S.C., the NJDOC shall have the right to terminate the contract under the same conditions as subsection 5.1. In the event of termination for Contractor bankruptcy, the Contractor shall cooperate and assist the NJDOC to the fullest extent possible in removing and reassigning all residents as quickly as possible.

5.6 Termination for Contractor Merger or Acquisition

The Contractor must provide the NJDOC with advance notice of any proposed merger or acquisition. The NJDOC reserves the right to terminate the contract, based upon merger or acquisition of the prime Contractor, during the course of the contract if it is determined by the NJDOC that it is not in the best interest of the NJDOC to continue conducting business with the firm.

5.7 Contractor's Obligations Upon Contract Termination

Once the contract has either expired or been terminated, the Contractor shall immediately deliver to the NJDOC (as determined and directed by the NJDOC) data which shall include, but may not be limited to, the following:

1. Any Program and inmate related documentation (inclusive of daily/weekly facility and visitor logbooks), records, files, supplies and materials deemed necessary by the NJDOC; and
2. Financial records and proceeds (that must be remitted back to the NJDOC) related to trust, revenue or other accounts required by this contract.

The NJDOC reserves the right to identify and require the delivery of additional data that may not already be included in this section. Further, the NJDOC reserves the right to withhold payment of the Contractor's final invoice(s) until the Contractor has delivered all required data to the NJDOC on a timely and satisfactory basis (as determined and directed by the NJDOC).

5.8 Effect of Termination

Upon termination of the contract:

1. the Contractor shall be subject to a final audit under subsection 4.1 Audit Requirements
2. the NJDOC shall remove all inmates from the facility, and
3. the parties shall settle all accounts, including the per diem payable to the Contractor for days after notice of termination during which inmates occupied bed space.